



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

properly to either of the others, except where it is expressly directed or permitted, it, as a portion of the judicial department of the government, could not interfere to control the exercise of the powers belonging exclusively to the executive department. The fact that the governor submitted to the jurisdiction of the court, and did not claim this exemption does not give the court authority to render a judgment which it is unable to enforce.

*Marriage—Locus Contractus.—In re Lum Hin Ying*, 59 Fed. Rep. 682. The law of China does not require the presence of the contracting parties to a marriage, and hence a marriage between a woman in China and a man in America, may be valid according to Chinese Law. A marriage that is valid where it is contracted is valid everywhere, but it is doubtful whether such a marriage is contracted in China or the United States. Hence it is held not valid in this country.

*Municipal Corporations—Ordinances—Validity.—City of Tarkio v. Cook*, 25 S. W. Rep. 202 (Mo.). An ordinance of a municipal corporation was objected to in this case as being in conflict with a provision of the State constitution providing that "No bill shall contain more than one subject, which shall be clearly expressed in its title." Held, that the formal requirements of ordinances of municipal corporations depend on the provisions of their charters and statutes on the subject, and that this provision only applied to acts of the State legislature. It was also held that where a municipal corporation is given authority to maintain its "peace, \* \* \* health and welfare," and to "regulate billiard tables," an ordinance requiring billiard halls to be closed at nine p. m. is reasonable and valid.

*Post Office—Decoy Letters.—United States v. Adams*, 59 Fed Rep. 674. The use of decoy letters by a government inspector to obtain proof of the improper use of the mails is not justifiable when such letters carry any suggestion or inducement that they be answered by mail.

*Real Estate Agents—Commission—Agreement to divide with Purchaser.—Scott et al. v. Lloyd et al.*, 35 Pac. Rep. 733 (Col.). The plaintiffs, who were real estate agents, were entrusted by defendants with the sale of land at a fixed price, with the agreement that they were to receive five per cent. They found a purchaser, who agreed to buy the land on condition of receiving a rebatement

of one half of their commissions. Defendants, having ascertained the arrangement which was made, refused to pay the commissions and suit was brought to recover them. The court held that they were entitled to recover, as the agreement to divide their profits was a personal sacrifice which they could make to obtain a purchaser without acting in a double capacity, and as their conduct in no way infringed the rule that the agent must so act that his own interests and the interests of his principal do not conflict.

*Tax Sale—Purchase by Wife—Fraudulent Conveyance.*—*Miller v. Leeper et al.*, 25 S. W. Rep. 378 (Mo.). The property of defendant's intestate, who was insolvent, was bought at a tax sale by his wife with money procured by a trust deed given by him and his wife on the property so bought. The price paid was only a little more than one tenth of the value of the property. Plaintiff brought this action to set aside the conveyance of the property on the ground that it was fraudulent and to have it sold to satisfy a judgment in his favor against the decedent. The *cestui que trust* left a legacy to the wife forgiving a part of the debt secured by the trust deed. Held, that the money obtained for the purchase being raised on the property of decedent, the conveyance was a fraud on the rights of his creditors, and the decree of the lower court setting it aside was confirmed.

*Water Courses—Diversion—Prescriptive Title—Changing Use.*—*Gallagher v. Montecito Valley Water Co.*, 35 Pac. Rep. 770 (Cal.). Defendant, under condemnation proceedings, acquired title to land the owners of which had for five years previous diverted the waters of the stream on which plaintiff's land bordered. Held, that a prescriptive title to the water had been acquired, and a change in the use to which it was applied furnished no ground of complaint to the plaintiff, as the quantity used was no greater.